



**State of Rhode Island  
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**Solicitation Information  
August 25, 2014**

<b>ADDENDUM # 2</b>
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**RFP# 7548912**

**RFP Title: Department of Human Services, Office of Child Support Services Feasibility Study**

**Bid Opening Date & Time: Thursday, September 11, 2014 at 10:00 AM (ET)**

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**Notice to Vendors:**

**ATTACHED ARE VENDOR QUESTIONS WITH STATE RESPONSES.  
NO FURTHER QUESTIONS WILL BE ANSWERED.**

**David J. Francis  
Interdepartmental Project Manager**

*Interested parties should monitor this website, on a regular basis, for any additional information that may be posted.*

**Vendor Questions for RFP #7548912**  
**Department of Human Services, Office of Child Support Services**  
**Feasibility Study**

Question 1: Delivery Model

RFP Reference: Section 3.1 General Scope of Work Page 7

The RFP states that the successful vendor's staff assigned to this project will be expected to be onsite for the duration of the project. Would DHS/OCSS consider an onsite-offsite delivery model, which would lower overall project costs, by: (i) stationing appropriate project team members onsite to perform activities that require in-person presence; while (ii) carrying-out certain activities, such analysis, review, report writing, etc., offsite from the vendor's facilities?

**Answer to question 1: Yes. The State is prepared to entertain a proposal for a combination of an onsite/off site delivery model especially if it will lower overall costs.**

Question 2: Response Contents - Technical Proposal

RFP Reference: Section 7.1 point 3 Page 16

The Technical Proposal is limited to 50 pages excluding any appendices. Is it acceptable to include the resumes of key personnel in an appendix?

**Answer to question 2: Yes. Resumes can be included in the appendix rather than within the technical proposal.**

Question 3: Please confirm that the project duration will be dictated by the specific tasks and deliverables addressed in the RFP, and that the 12-month extension period will not be used to modify or increase the scope of work or the total level of effort proposed by the Contractor without a corresponding mutually agreed upon pricing increase. Section 1, page 3

**Answer to question 3: Yes. The 12 month extension period will not be used to modify or increase the scope of work unless it is mutually agreed upon**

Question 4: The RFP states, "Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will

be rejected as being non-responsive.” Can the State clarify what it considers an acceptable “alternative” versus what it would consider a “material alteration of the requirements or scope of work”? Section 1, page 3

Answer to question 4: **No**

Question 5: Will the State consider proposed exceptions to the terms and conditions in the RFP, such as, but not limited to, a limitation of liability, a limited warranty, or a longer cure period (cf. with State of Rhode Island General Conditions of Purchase, Section 2 b.)? Section 1, page 3

Answer to question 5: **No.**

Question 6: Is the successful vendor, if not a MBE, required to partner with a MBE for 10% of the contract value? Section 1, page 5

Answer to question 6: **The successful vendor will need to work with the MBE office around the MBE requirement.**

Question 7: Does the work require that the Contractor have access to Protected Health Information as a HIPAA Business Associate? Section 1, page 5

Answer to question 7: **Yes They may view it as part of a demo**

Question 8: The RFP scope of work requires a team of staff be on-site full-time for the project duration. We have successfully completed several federally approved Feasibility Studies utilizing a remote project team. We schedule our team to be on-site as necessary to perform tasks and attend meetings. Allowing the project team to be on-site as needed as opposed to full-time will save the State a considerable amount of money.

(a) Will the State allow proposers to submit an alternative approach that includes the project team being on-site as needed versus full-time?

(b) If the State will not allow proposer staff to be on-site as needed, will the State accept that only the Project Manager will be on-site full time for the duration and the remainder of the team will be on-site as needed? Section 3, page 7

Answer to question 8: **See #1 response**

Question 9: (a) Is the State providing office space, furniture, and telecommunications for the proposer's project team at no cost?

(b) If so, how many staff is the State prepared to accommodate? Section 3, page 7

Answer to question 9: **Office space only will be provided**

Question 10: Will the Contractor be permitted to replace personnel (without the State's prior approval) who are no longer available due to circumstances beyond the Contractor's reasonable control, such as but not limited to, termination of employment, illness, force majeure, personal or family emergency, or military service? Sections 3 & 4 , pages 11,12

Answer to question 10: No

Question 11: The RFP States that "The successful vendor will be required to develop RFPs, Advanced Planning Documents and any other State or Federal documentation deemed necessary by the State during the contract period and any extensions." The open-ended phrase, "any other documentation deemed necessary," is problematic for proposal planning and pricing. Will the State modify this requirement to allow for mutual agreement to complete unplanned documents, or alternatively, allow for the use of the change control process if the unplanned document requested is considered by the proposer to be out of scope because of its size and/or complexity? Section 3, page 11,

Answer to question 11: No

Question 12: Is the State open to allowing proposers to bid alternative project deliverables in addition to or in lieu of those stated in the RFP as long as the revised deliverables incorporate all the scope required by the RFP? Section 3, page 11

Answer to question 12: **Yes In addition to only, not to replace.**

Question 13: By "Federal Advanced Planning Documents," does the State refer to the IAPD (Implementation Advanced Planning Document)? Since a fixed price cannot be provided for an open-ended scope, can the State identify what additional federal and state planning documents are included in this requirement? Section 3, page 11

Answer to question 13: **Part a: Yes. Part b: No**

Question 14: Please confirm that the "RFP" referred to in this section is to select a vendor to build and implement the chosen alternative? Section 3.5.3 Page 11

Answer to question 14: **That is the intent of the State, based upon the information we have today.**

Question 15: The RFP states that “The selected vendor will be precluded from bidding on, participating in, subcontracting, directing, advising, or otherwise having any involvement in any resulting RFP’s”. Most States prohibit the “Planning Vendor” from bidding on the System Development work resulting from the Feasibility Study and Implementation Contractor RFP. It is typical for States to allow the Feasibility Study Vendor to remain also eligible to bid on follow-on work such as Business Process Reengineering, Quality Assurance, Staff Augmentation, Project Management, and Independent Verification and Validation services. Will the State allow the successful Feasibility Study ‘Planning Vendor” to remain eligible for these support services? Section 3, page 12

Answer to question 15: **Yes Vendors can bid on the other OCSS projects referred to.**

Question 16: The payment terms as described will place an undue burden on the successful vendor as significant costs will be incurred throughout the contract term while 50% of the total project will not be paid until very near the end of the contract.

Would the State consider a payment schedule tied to each of the tasks and deliverables laid out in the proposers approach? This would allow payments to be directly linked to the effort and expenditure of resources necessary to complete each task. Section 3, page 12

Answer to question 16: **Yes the State is willing to consider a payment schedule that is deliverable-based and would align with the percentages in the RFP.**

Question 17: Both Sections 4.1 and 4.3 require applicants to detail each role, number of hours by role, and duration. What's the difference between these requirements? If no difference, in which section do you want the response?

Answer to question 17: **Please reply in section 4.3**

Question 18: Will the State equitably increase the Contract price and schedule for increases in the scope, quantity, or other changes directed by the State pursuant to this clause? Section 6 page 202.

Answer to question 18: **Clause is not identified in the question. Unable to answer.**

Question 19: Will the State equitably extend the delivery dates for delays caused by the State and for *force majeure*? Section 8page 203

Answer to question 19: **The State will exercise its discretion.**

Question 20: This is not a Contract for merchandise or goods. Will the State alter this clause as follows:

Replace the first two sentences with:

All deliverables shall be prepared in a professional and workmanlike manner in accordance with applicable requirements and specifications unless otherwise specified by the State. The State reserves the right to reject all nonconforming deliverables and to require the Contractor to correct any deficiencies at no additional charge.

Replace “goods” with “deliverables” throughout.

In Section c, add a cure period of “not less than 30 days or such other period as the parties may agree.”

Indicate Subsection d is inapplicable.  
Section 17 pages 206-207

Answer to question 20: No.

Question 21: This Contract is not for commercial goods or equipment. Will the State modify this provision to make it a service warranty similar to the following?

18. SERVICES WARRANTIES - All services shall be provided in a professional and workmanlike manner and all deliverables must conform to the applicable Contract requirements and specifications unless otherwise specified by the State. Contractor guarantees the services and deliverables against non-conformities for a period of 90 days after the date of delivery to the State. If the State notifies Contractor of non-conformities within the warranty period, Contractor shall promptly correct the non-conformities at no additional charge to the State. If the Contractor does not correct the non-conformities, that State is entitled to recover the amounts paid for the non-conforming work. Except for the warranties stated in this Section 18, no other express or implied warranties apply, including but not limited to, implied warranties of merchantability and fitness for particular purpose

Section 18 page 207

Answer to question 21: The State will consider alternate terms and conditions in vendor’s proposals in accordance with item 13 c. in the General Conditions of Purchase.

General Conditions of Purchase web link:

<http://www.purchasing.ri.gov/RIVIP/publicdocuments/RULES2011/ATTA.pdf>

Question 22: Please confirm that no additional or more extensive insurance coverage applies or state the additional requirement. Section 31 page 210

Answer to question 22: Please see the General Conditions of Purchase.

Question 23: In paragraph 1, will the State please increase the cure period to 30 days or such longer period as the parties may agree?

In Section a, please confirm that the State will not exercise these remedies unless the Contractor has failed to cure as required in paragraph 1.

Section 34 page 211

Answer to question 23: Yes

Question 24: Please confirm that the Contractor is not liable under the Agreement for (i) the acts or omissions of the State (including the State's employees, contractors, or agents) or any third party; and (ii) infringement caused by any materials or directions provided by the State (including the State's employees, contractors, or agents) or any third party.

In line 1, will the State insert the following after "liability:"

"for bodily injury, including death, or damage to tangible property"?

Section 35, page 212

Answer to question 24: The State will consider alternate terms and conditions in vendor's proposals in accordance with item 13 c. in the General Conditions of Purchase.

General Conditions of Purchase web link:

<http://www.purchasing.ri.gov/RIVIP/publicdocuments/RULES2011/ATTA.pdf>

Question 25: Will the State add a limitation of liability similar to the following:

Except as set forth in Section 18: (a) neither party will be liable to the other party for any lost data, lost profits, or incidental, consequential, punitive, special, or other indirect damages of any kind for any reason whatsoever including, but not limited to, damages based upon, contract, warranty, tort, negligence, strict liability, or any other theory even if a party has been advised of the possibility of such damages; and (b) Contractor's total liability to the State for damages, regardless of the form of action, will not exceed the one and one-half times (1.5X) the total amount payable to the Contractor under this Contract.

Answer to question 25: No

Question 26: Can the State clarify the extent of CSE involvement in the DDI or interface requirements for Phase 1 and 2 since CSE was not considered to be in scope for UHIP or IES?

Answer to question 26: **OCSS had minimal involvement in Phase 1 and 2 of the UHIP.**

Question 27: Will the State provide office space for the Feasibility staff? If so, how many cubicals or offices will be available and what is the office location?

Answer to question 27: **Office space . Number unknown at this time.**

Question 28: Can the State clarify if this refers to system, functional or other requirements for each option?

Answer to question 28: **The vendor should document proficiency in their response as reference in the paragraph.**

Question 29: Please confirm that there is a 10% MBE requirement, if yes can other categories such as WBE or DVBE be used to fulfill this requirement?

Answer to question 29: **The Successful bidder will need to work with the MBE office to satisfy the MBE requirement.**

Question 30: What is the anticipated award date for this proposal?

Answer to question 30: **As soon as it is available as the State wishes to begin immediately.**

Question 31: Are the required State forms (RIVIP Cover Form and W-9) included within the 50 page limit?

Answer to question 31: **No**

Question 32: Are resumes included within the 50 page limit?

Answer to question 32: **No**



Question 33: Should our response be addressed to the attention of David Francis?

Answer to question 33: **Please mail to the address listed in the RFP on page 15.**

- Question 34:
- A. Will the Bidder have the opportunity to negotiate the terms and conditions in the RFP?
  - B. Will the Bidder have the opportunity to negotiate the State's General Conditions of Purchase?
  - C. If we identify terms and conditions in the RFP or the State's General Conditions of Purchase that we would like to negotiate if selected as the successful Bidder, may we include those in a list of exceptions along with our response?
  - D. If the State does not permit negotiations, or if exceptions are not permitted, is the Bidder free to decline a contract/purchase order issued?

Answer to question 34: **No, for all above**

- Question 35:
- A. Will the Bidder have an opportunity to negotiate the Supplemental Terms and Conditions , if applicable?
  - B. If there is no opportunity to negotiate, may the Bidder accept the Contract terms and conditions, subject to specific exceptions?
  - C. If the State does not permit negotiations, or if exceptions are not permitted, is the Bidder free to decline a contract/purchase order issued?

Answer to question 35: **No for all.**

Question 36: This section requires the Vendor to identify any subcontractors in its proposal. We sometimes contract with individuals or small consulting firms to provide services to us in a staff augmentation role. These non-employee, independent consultants may provide a portion of the proposed services for this project. Should we identify these individuals as subcontractors in our response?

Answer to question 36: **Yes**

Question 37: Has OCSE approved a Planning Advance Planning Document for the scope of work OCSS described in RFP number 7548912? If so, will the Division of Purchases please provide the Planning APD to potential bidders?

Answer to question 37: **No**

Question 38: What is the budget for the scope of work described in RFP number 7548912?

Answer to question 38: **N/A Proving the estimated amount and extent of the budget is inappropriate in a bidding process**

Question 39: What state staff resources will be available to support this scope of work?

Answer to question 39: **The appropriate state and vendor resources will be made available for the Feasibility Study. The Associate Director and IT Administrator will oversee the project.**

Question 40: Will the state allow some work to be done off site such as editing the final report and other deliverables, and researching other systems?

Answer to question 40: **Yes see response to #1.**

Question 41: Will the state please clarify the requirements for staff qualifications regarding "the experience with Human Services and Child Support"?

Answer to question 41: **Please state the experience the vendor staff has with Human Services/ Child Support within each resume provided.**

Question 42: Is there a 10% MBE requirement for this project?

Answer to question 42: **The Successful vendor will need to work with the MBE Office around this requirement.**

Question 43: Section 3.1 in the RFP states that the vendor's staff is expected to be on-site for the duration of the project. Will the OCSS accept a combination of on-site and off-site work to be done by the appropriate staff in order to reduce costs to the OCSS and increase the efficiency of the team? Is so, what percentage of on-site and off-site is acceptable? Can you define which vendor staff you are referring to (key personnel, all staff)?

Answer to question 43: **Yes. See response to #1.**

Question 44: Is Rhode Island an administrative or judicial state?

Answer to question 44: **RI is both a judicial state in establishing and modifying orders and an administrative state in most enforcement actions.**

Question 42: Are resumes included in the page count?

Answer to question 42: **No**

Question 43: Page 7, Section 3.1 Last Sentence, First Paragraph

“The successful vendor for this project will also be prohibited from bidding on any RFPs that are by-products of this award” Please clarify which specific future procurements the winning vendor will be precluded from. Will the Feasibility Study vendor be allowed to bid on any future OCSS QA and PMO opportunities relative to the future CSE system replacement?

Answer to question 43: **See response to #15.**